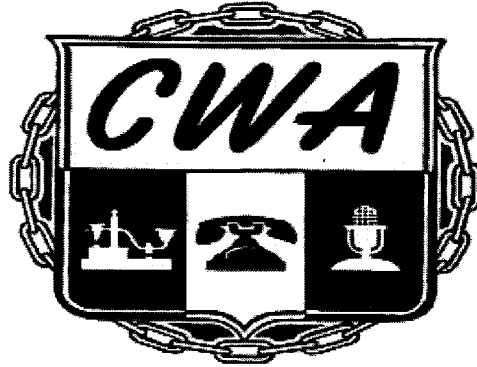


WAUKEE / CWA # 7102

07-10

ORIGINAL



**City of Waukeee**

**And**

**Communications Workers of America**

**Contract**

Effective Date: July 1, 2007  
Termination Date: June 30, 2010  
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## **PREAMBLE**

This Agreement is entered into by the City of Waukee, Iowa, hereafter referred to as the Employer, and the Communications Workers of America, Local 7102, AFL-CIO, hereinafter referred to as the Union.

## **ARTICLE 1 INTENT AND PURPOSE**

### **SECTION 1**

The Employer and the Union agree to the necessity of providing the most efficient and highest quality of services to the citizens of the City of Waukee.

### **SECTION 2**

The Employer and the Union further agree that it is their mutual intent to promote harmonious and cooperative relationships between the parties to this agreement and to assure the effective operation of the Police Department, Fire Department, Public Works Department and the City Hall of Waukee, Iowa.

## **ARTICLE 2 RECOGNITION AND DUES DEDUCTION**

### **SECTION 1**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and part-time employees of the City of Waukee within the bargaining unit as certified by the Iowa Public Employment Relations Board for the purpose of negotiating any items within the scope of bargaining .

### **SECTION 2**

The Employer agrees to cooperate with the Union in facilitating the deduction of the regular monthly union dues for each employee who completes and signs the authorized dues check-off form approved by the Employer. Any employee may terminate the dues check-off authorization at any time upon thirty (30) days written notice to the Employer. The aggregate deductions of all employees shall be remitted to the union within a reasonable length of time after such deductions are made, but no more than twenty-one (21) days. Such payments shall include a list of names added and names dropped since the last payment.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action it takes or

does not take under the provisions of this Article.

### **ARTICLE 3 DEFINITIONS**

#### **SECTION 1**

"Employee" means a person whose job category is included in the bargaining unit.

#### **SECTION 2**

"Employer" means the City of Waukeg.

#### **SECTION 3**

"Probationary employee" means an employee who has not completed one (1) year of continuous service with the employer.

#### **SECTION 4**

"Regular employee" means an employee who has completed the probationary period.

#### **SECTION 5**

"Full-time employee" means a person who is regularly scheduled to work 40 hours per week on a continuous basis - 2080 hours per year or more.

#### **SECTION 6**

"Part-time employee" means a person who is regularly scheduled for less than 40 hours per week on a continuing basis - less than 2080 hours per year, and whose employment is scheduled to last more than 6 months. Part-time employees are covered under this contract.

#### **SECTION 7**

"Temporary employee" means a person who is scheduled to work for 6 months or less. Temporary employees are not covered under this contract.

#### **SECTION 8**

"Act" means the Iowa Public Employment Relations Act as it may be amended from time to time.

## SECTION 9

"Department Head" means a person designated by the City Council as the highest supervisor in a department of the City of Waukeez.

## SECTION 10

Volunteer – Paid On Call employees are not scheduled to work any regular hours, but respond to volunteer fire/ambulance calls. These employees are not eligible for fringe benefits and are not covered under this contract.

# **ARTICLE 4 NON-DISCRIMINATION**

## SECTION 1

Neither the Union, the Employer, nor any employee shall discriminate against any employee on the basis of that employee's **race, color, religion, sex, national origin, age, disability, participation or non-participation in the Union.**

## SECTION 2

The provisions of this Agreement shall not apply to any action taken by the Employer to accommodate an employee's disability.

## SECTION 3

All references to employees in this Agreement shall include both sexes, and wherever the male pronoun is used it shall be construed to include both male and female employees.

# **ARTICLE 5 WORK STOPPAGE**

## SECTION 1

The Employer, during the term of this contract, shall not lock-out its employees. The term lock-out shall not include a reduction in force or temporary suspension of work due to budgetary or emergency circumstances.

## SECTION 2

Neither the Union nor its officers, agents or employees shall cause, induce, authorize, encourage,

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instigate, ratify or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross a picket line.

### SECTION 3

No employee shall cause, induce, authorize, encourage, instigate, ratify or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross a picket line.

### SECTION 4

In addition to any action or sanction imposed or required by the Act, the Union shall cooperate with the Employer to end any violation of Sections 2 or 3 of this Article and to bring about an immediate resumption of work.

## **ARTICLE 6 SENIORITY**

### SECTION 1

"Seniority" means the length of continuous full-time employment of an employee in the bargaining unit beginning from the employee's most recent date of hire as determined by the employee's first day of work. Seniority shall not include any period in excess of thirty (30) consecutive calendar days during which an employee was on an unpaid leave of absence, except where required by law.

### SECTION 2

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

### SECTION 3

An employee shall lose their length of service and the employment relationship shall be broken and terminated for any of the following reasons:

- (A) Employee resigns;
- (B) Employee is discharged;
- (C) Employee engages in other work while on leave of absence or gives a false reason for obtaining a leave of absence;

(D) Employee fails to report to the department head within eight hours of the employee's normal work starting time, unless evidence, satisfactory to the department head, is submitted establishing that the employee was physically unable to give notice;

(E) Employee fails to report to work at the end of a leave of absence;

(F) Employee fails to report to work within the time established in the recall section of this agreement;

(G) Employee is on layoff for a period of one year or length of service, whichever is less; or

(H) Employee retires.

#### **SECTION 4**

The Employer will be required to apply seniority as provided in this agreement.

#### **SECTION 5**

The Employer shall prepare and post seniority lists for each job classification. The lists shall be updated annually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting. The seniority order posted shall be effective until the next list is posted. Employees shall have thirty (30) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

### **ARTICLE 7 GRIEVANCE PROCEDURE**

#### **SECTION 1**

- A. Grievance: A grievance is a claim by an employee, a group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- B. Aggrieved Person: An "aggrieved person" is the person, persons or the Union making the complaint.

#### **SECTION 2**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the

problems affecting employees and Employer that may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### SECTION 3

#### A. Time Limits

1. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. The time limits specified may, however, be adjusted by mutual agreement.
2. The failure of an employee to act on any grievance within the prescribed time limits shall halt any further appeal, and the Employer's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.
3. Barring arbitration, it is agreed that any investigation or other handling or processing of any grievance by the grieving person or persons shall be conducted so as to result in no interference with or any interruption whatsoever of the City's programs and assigned duties of the grieving employee or of the staff.

#### B. Level One - Immediate Supervisor (Informal)

An employee shall discuss the grievance with their immediate supervisor with the objective of resolving the matter informally. If the problem is not settled to the employee's satisfaction, the following procedure shall be used.

#### C. Level Two - Department Head (Formal)

If the grievance still exists, the aggrieved person may invoke the formal grievance procedure on the form attached as **Appendix C** of this agreement. The grievance form shall also be available from the Union representative in each department and said form shall be signed by the grievant or the Union. A copy of the grievance form shall be delivered to the appropriate department head within seven (7) calendar days of the alleged violation. The department head will investigate the complaint and shall indicate his/her disposition of the grievance in writing within fourteen (14) calendar days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the fourteen (14) calendar days period, the grievance shall be transmitted to level three within seven (7) calendar days.

D. Level Three - City Administrator

The City Administrator or his/her designee shall meet with the aggrieved person and a Union representative within twenty-one (21) calendar days of receipt of the grievance. Within fourteen (14) calendar days of receipt of the meeting, the City Administrator or his/her designee shall indicate in writing his/her disposition of the grievance. If the aggrieved person is not satisfied with the disposition of the grievance by the City Administrator or his/her designee, or if no disposition has been made within fourteen (14) calendar days of meeting, the aggrieved person, with the approval of the Union, may submit the grievance to arbitration within fourteen (14) calendar days.

E. Level Four - Arbitration

1. If the grievance is submitted to arbitration, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
2. Within seven (7) calendar days of the receipt of the list, the Union and the City shall select the arbitrator by striking names alternately from the list. The Union shall strike first.
3. The arbitrator shall confer with the representatives of the City and the Union, hold hearings promptly, and issue the decision not later than twenty-one (21) calendar days from the date of the closing of the hearings. If any oral hearing has been waived, the decision shall be issued twenty-one (21) calendar days from the date the final statements and proofs on the issue are submitted to the arbitrator. The arbitrator's decision shall be made in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the City and the Union and shall be final and binding on the parties.
4. The arbitrator selected by the parties may not add to, subtract from, modify, or nullify any provisions of this agreement.

SECTION 4

Any aggrieved person may be represented at any level of the grievance procedures by himself/herself or at their option, with a representative selected or approved by the Union. The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of the hearing room and transcript. Any other expenses shall be paid by the party incurring them.

## **ARTICLE 8 HEALTH AND SAFETY**

### **SECTION 1**

The Employer and employees agree to comply with all occupational safety and health standards and regulations as adopted by the **State of Iowa and Federal Occupational Safety and Health Administrations and Departments of Labor**, as well as any other federal, state and local agencies.

### **SECTION 2**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice, and for properly using and caring for the tools and equipment furnished by the Employer.

## **ARTICLE 9 HOURS OF WORK**

### **SECTION 1**

The Employer has the right to develop work schedules, designate regular work shifts with each work shift having a regular starting and quitting time. Except in an emergency, the employer will give reasonable notice to employees of a change of work schedule.

The Employer shall have the right to change the work schedule and call back employees for work to efficiently meet the operational needs of the Employer. An employee who is called back to work by the Employer shall be paid a minimum of one (1) hour of pay unless such call back is within an hour prior to or succeeding his/her regular shift.

### **SECTION 2**

The basic work week for members of the Police Department assigned to patrol shall be any assigned fifty one (51) hours in one (1) calendar week, Sunday through Saturday inclusive. Weekly assignments shall consist of six (6) daily tours of eight and one half (8 1/2) consecutive hours with three (3) consecutive days off. The daily tour shall consist of fifteen (15) minutes prior to the assigned daily tour for roll call eight (8) hours regular duty and fifteen (15) minutes after the assigned daily tour for report completion. Any hours remaining to equal 2080 hours will be assigned at the regular rate of pay at the Police Chief's discretion, with a minimum of two (2) hour increments.

The basic work week for members of the Police Department assigned to non-patrol duties shall be any assigned forty (40) hours in one (1) calendar week, Sunday through Saturday inclusive. Weekly assignments shall consist of five (5) daily tours of eight (8) consecutive hours with two (2) consecutive days off.

The basic work week for Fire and Rescue personnel shall be eight (8) hours a day, forty (40) hours a week, Sunday through Saturday inclusive with two (2) consecutive days off. Employees may be scheduled four (4) daily tours of ten (10) consecutive hours, Sunday through Saturday, with a minimum three (3) consecutive days off or two (2) consecutive days off with the additional day off non-consecutive with a mutual agreement between the Employer and the Union.

Daily overtime will be paid according to Article 10 of this agreement.

For scheduling purposes and purposes of wage administration, all tours shall be considered as falling within the calendar day on which the tour commences, except on Holidays, when actual hours worked on the Holiday will count toward that day, not the entire tour.

### SECTION 3

Full-time Employees of City Hall, Police Civilian and Clerical will receive a one (1) hour uninterrupted unpaid lunch break. All other full-time employees will receive a thirty (30) minute uninterrupted unpaid lunch break. Lunch breaks may be interrupted for emergency needs.

Full-time Police Department and Fire/Rescue Employees will receive a thirty (30) minute paid lunch period, which is subject to interruption for routine matters.

Employees will be permitted to trade shifts in the same pay period subject to the approval of the Employer.

### SECTION 4

An employee may take a fifteen (15) minute paid rest break during the middle of the first half of his /her shift, and another fifteen (15) minute paid rest break during the middle of the second half of his/her shift. Break time is to be in keeping with the employee's assigned work schedule.

### SECTION 5

Employees shall be paid wages for actual hours worked.

## ARTICLE 10 OVERTIME

### SECTION 1

Overtime shall be defined as all work performed in excess of eight (8) hours a day or forty (40) hours per week. If an employee in the police department is assigned an alternate work week of six (6) days on and three (3) days off, overtime shall be defined as all work performed in excess of eight and one-half (8 1/2) hours a day or fifty-one (51) hours per week exclusive of equalization hours as described in Article 9, Section 2. Vacation time, holidays and sick leave shall be counted as time worked for computing overtime.

Overtime shall be defined as all work performed in excess of eight (8) hours a day or forty (40) hours per week. If an employee in the fire and rescue department is assigned an alternate work week of four (4) daily tours of ten (10) consecutive hours per day, he/she shall receive overtime after ten (10) consecutive hours per day or forty (40) hours per week. Vacation time, holidays and sick leave shall be counted as time worked for computing overtime.

The overtime rate of pay for all employees shall be calculated at one and one-half (1-1/2) of the employees hourly rate of pay. Overtime shall be computed to the nearest quarter (1/4) hour for payment.

### SECTION 2

All employees may accrue compensatory time off in lieu of overtime pay at their discretion. Compensatory time (comp time) equals 1 1/2 hours comp time for each hour of overtime worked. Employees may carry a maximum forty (40) hours of compensatory time. Hours of overtime worked beyond the maximum accrual permitted shall be paid at the overtime rate. An employee may use compensatory time off only if approved by the Employer in its sole discretion.

### SECTION 3

An employee required to be on-call for the employer so that the on-call time restricts that employee's movement, requires immediate response to the City or limits the employee's off time activity shall be paid one (1) payment of four (4) hours per week at the regular rate of pay.

Employees may opt to take compensatory time in lieu of pay for on-call.

### SECTION 4

Employees shall receive a minimum of **two (2) hours of pay for appearing in person at the courthouse or by telephone at the police department** on behalf of the Employer while not on duty for the Employer.

## **ARTICLE 11 LEAVES OF ABSENCE**

### **SECTION 1**

A full-time employee shall accrue paid sick leave at the rate of one day per each full month of employment, which the employee may accumulate up to a maximum of one hundred twenty (120) days.

### **SECTION 2**

Sick leave may be used by an employee when the employee is medically unable to perform the duties of their job due to illness or injury, or when the employee is required to care for an ill or injured family member. Sick leave may also be used, when approved in advance, except in an emergency, for dental, surgical, medical, or optical examinations or treatment. The Employer may require a physician's written statement to verify sick leave usage.

### **SECTION 3**

Sick leave will be earned in any month the employee works at least fifteen (15) days within the month. Vacation time, jury duty, funeral leave and paid holidays count as time worked for the purposes of this section.

### **SECTION 4**

An employee's failure to report to work immediately at the conclusion of any leave of absence, whether with or without pay, shall be considered a resignation, unless the department head approves the employee's reason for failure to timely report.

### **SECTION 5**

If an employee is off of work due to a worker's compensation injury or illness, the employee will **be able to use accrued compensatory time** to supplement workers' compensation benefits.

### **SECTION 6**

An employee must notify his or her department head no later than one-half (1/2) hour after the beginning of the employee's regular workday for an absence to be charged as sick leave. If the employee fails to report an absence within this time, the employee may be charged with an unpaid and unauthorized absence. An employee who returns to work after a sick leave absence shall report the return to the department head.

## SECTION 7

Regular full-time employees who are called for jury duty shall receive their regular wages for the time spent on jury duty. To be eligible for jury duty pay, employees must submit certification of service and assign all fees earned to the Employer, except for mileage payments. Any employee whose jury duties end before noon shall report to work for the remainder of the work day.

## SECTION 8

Employees shall be granted military leave of absence in accordance with **the laws of the United States and the State of Iowa.**

## SECTION 9

Regular full-time employees shall be eligible for up to three (3) consecutive days of paid funeral leave for a death in the employee's immediate family. (Immediate family for this section means the employee's parents, spouse, child, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, **brother-in-law, sister-in-law**, grandparent, grandchild, or a step relative for the above listing.) Only days absent that would have been regular workdays shall be paid. **Payment shall be made on the basis of the employee's normal workday pay. Employee must attend the funeral in order to qualify for funeral leave. An employee may take this paid leave in non-consecutive days only if approved by the Employer in its sole discretion.**

## SECTION 10

Regular full-time employees may request unpaid leaves of absence when it is necessary to be absent from work. Requests for unpaid leave of absence must be approved by the department head and approval is contingent upon the employee's reason for the absence, the work load of the department and the employee's attendance record.

## SECTION 11

Employees who are eligible may apply for FMLA leave as set out in the City's FMLA policy.

## SECTION 12

No accumulated and unused sick leave will be paid to retiring employees.

## SECTION 13

If an employee's sick leave account becomes exhausted, an employee may charge sick leave against earned vacation time to the extent that it has accrued.

## SECTION 14

A member of the Union selected by the Union to participate in an official Union activity shall be granted a leave of absence without pay upon the written request to the Department Head or City Manager by the Union thirty (30) days in advance of the time of such leave provided that no more than fifteen (15) days may be requested by the Union for this purpose on any fiscal year. No more than two (2) members shall be given leave at any one time. For leaves of one (1) day or less only seven (7) days advance notice to the Employer is required.

## SECTION 15

Any employee required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off with pay to vote.

# **ARTICLE 12 VACATIONS**

## SECTION 1

Full-time regular and probationary employees will accrue vacation from anniversary date to anniversary date at the follow rates of accrual:

- A. First year: Three and one-third ( $3 \frac{1}{3}$ ) hours per month. An employee may not use accrued vacation during the first six months of the probationary period.
- B. Second through fourth year: Six and two thirds ( $6 \frac{2}{3}$ ) hours per month.
- C. Fifth year through fifteenth year: Ten (10) hours per month.
- D. Sixteenth year and thereafter: Thirteen and one third ( $13 \frac{1}{3}$ ) hours per month.

## SECTION 2

Vacation time shall be taken in the anniversary year after it is earned. However, before an employee's first anniversary, an employee may use vacation after the first six months of employment. Scheduling of vacation shall be at the discretion of the department head. No two employees from the same department will be on vacation at the same time without special permission of the department head. Employees shall request vacation time, in writing, at least thirty days in advance. Requests for vacation time made more than six months in advance shall be granted on a seniority basis. Requests made six months or less than before the requested date shall be granted on a first come, first served basis. The department head may disapprove of or require the employee to reschedule a vacation request which is not consistent with the efficient operation of the department. The department head will provide a written reason for a denial of vacation upon the employee's request. Vacation time may be taken in full or half day increments.

### SECTION 3

Vacation pay shall be paid at the employee's regular rate of pay. **Accrued but unused** vacation pay will be paid upon termination of employment. In the case of death of an employee, accrued but unused vacation time shall be paid to the employee's estate.

### SECTION 4

If an employee in the police department is required to appear in court in connection with a matter arising in the course of the officer's employment during a time when the officer is on vacation status, and the officer has requested that the matter be continued without success, the officer shall be paid for both the hours worked and the vacation day. The hours shall be paid at the employees regular rate of pay.

### SECTION 5

Employees who have accrued vacation but not used it during the anniversary date in which it accrued shall be permitted to carry over **sixty (60)** hours of vacation time into the following calendar year. The **sixty (60)** hours must be used within the first six months of the year. An employee may not schedule more than two consecutive weeks of vacation without special permission of the department head.

## **ARTICLE 13 HOLIDAYS**

### SECTION 1

Full-time regular employees shall receive **ten (10) paid holidays**. The paid holidays are:

New Years Day	President's Day
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Day	
<b>Christmas Eve Day</b>	

### SECTION 2

Holidays are to be paid at eight hours of straight time pay. Except for employees who are scheduled to work on the basis of a seven day/ twenty four hour schedule, when holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday; when a holiday falls on a Sunday, the following Monday shall be celebrated as the holiday. **However, if Christmas Eve Day falls on a Sunday, the holiday will be celebrated on the following Tuesday.**

### SECTION 3

To be eligible for holiday pay, an employee must have worked the last full scheduled work day immediately before and the first full scheduled work day immediately after the holiday, or been on approved leave. The employee shall be considered to have met the requirements of approved leave for holiday pay if he or she is absent for either or both of the work days due to a leave agreed upon under this agreement with supervisor approval or who has prior supervisory approval to be absent. If an employee is absent due to an unpaid leave or layoff, they are not eligible for holiday pay. An employee off work for a workers' compensation injury will be paid for any holiday that falls within the first thirty days of such absence.

### SECTION 4

A premium of one and one-half (1 ½) an employee's base hourly rate shall be paid for all time worked on a holiday. This shall be in addition to the employee's holiday pay. Employees who are scheduled on a 24 hour/ 7 day a week basis and who work eight hours on a holiday may elect to bank the holiday hours as a part of their compensatory time bank described in the Hours of Work article of this agreement.

## **ARTICLE 14 TRANSFERS**

### SECTION 1

Definition of Vacancy - a vacancy which creates the opportunity to apply for transfer occurs when the number of positions available in a job classification exceeds the number of qualified employees in the classification.

A vacancy does not exist when the number of positions in a classification is being reduced and it becomes necessary to assign or reassign employees. The granting of a leave of absence by the Employer, for any length of time, when the employee is expected to return, does not create a vacancy.

### SECTION 2

Notification - The department head shall post on the department bulletin board for a period of seven (7) calendar days a list of the vacancies and new positions as they occur.

### SECTION 3

Before the Employer hires a new employee to fill a vacancy, the Employer shall consider the applications of current employees outside of the classification to transfer to the vacancy. The Employer is not obligated to grant any transfer request. If a current employee requests a reason for the denial of the transfer, the Employer will provide a written response that describes the reason(s) for not granting the transfer.

If the Employer elects to grant an internal request for transfer and more than one current employee applies, the decision shall be based on the qualifications of the candidates including experience, certifications, preparation and abilities. If the Employer determines two internal candidates are equally qualified, the employee with the greater amount of seniority shall be transferred

#### SECTION 4

An involuntary transfer shall be made if, in the opinion of the Employer, circumstances existing require the transfer of an employee from his/her present classification to another. A reassignment is a change from one assignment to another within the same classification.

#### SECTION 5

Notice of an involuntary transfer or reassignment shall be given in writing to employees seven (7) days prior to the effective date of the transfer or reassignment unless an emergency exists, in which case an employee will be given notice as soon as necessity for change is known.

#### SECTION 6 (Shift bidding in the Police Department)

A **Police Department** employee may request a change in shift by filing with the Chief's office prior to the announcement of specific vacancies. In the event of an opening or a regular shift change, the Chief will review the previously filed requests giving consideration to: 1) ability to perform as determined by the Chief, and, 2) seniority. Such requests must be limited to shift preferences and not to particular districts or duties. Transfer requests will be given fair and equal consideration by the Chief and will not be unreasonably denied, however, the Chief's determination shall be final. Employees shall submit requests for a shift bid at least annually in November for shift changes to occur on January 1<sup>st</sup> of the following year.

### **ARTICLE 15 WAGES**

#### SECTION 1

New hires in all job classifications may be given credit for prior experience and be hired up to Step 3 except: **(1) Superintendents, which may be hired up to Step 4; and (2) Skilled Trades, which may be hired up to Step 5.** Such advanced placement will be subject to the contractual grievance procedure.

#### SECTION 2

**Effective July 1, 2007, a new wage matrix will go into effect (see Appendix A). Effective July 1, 2008, each cell of the 07/08 wage matrix will increase 3.5%. Effective July 1, 2009, each cell of the 08/09 wage matrix will increase 3.75%.**

**During the term of this Agreement, an employee who is off the wage matrix will receive a 3% wage increase for each year he/she remains off the matrix.**

### **SECTION 3**

The Employer shall continue to implement the longevity pay schedule set out as Appendix A to this agreement.

### **SECTION 4**

**Employees who are hired from July 1<sup>st</sup> through April 30<sup>th</sup> will be advanced one step on the July 1<sup>st</sup> after their hire date. Employees who are hired May 1<sup>st</sup> through June 30<sup>th</sup> will receive the rate change for their current step on the first July 1<sup>st</sup>, then advanced one step on the following July 1<sup>st</sup>.**

### **SECTION 5**

Prior to the addition of new positions, the City will notify the Union for the purpose of negotiation of wages.

### **SECTION 6**

**Employees will be paid twice a month, consistent with current practice.**

## **ARTICLE 16 INSURANCE**

### **SECTION 1**

The Employer shall provide group health insurance coverage comparable to existing coverage as agreed in bargaining (including dental and vision coverage). **The parties will establish an insurance committee of six people (three selected by the Union and three selected by the City), which will meet periodically to evaluate insurance and consider options for cost saving while protecting negotiated coverage.**

**The Employer shall pay the full cost of the single coverage for the duration of the contract. For the first year of the contract, the employee shall pay \$20.00 per month for any coverage beyond single coverage.**

**For the second and third year of the contract, the employee shall pay a minimum of twenty dollars (\$20.00) per month for any coverage beyond single coverage and if the cost of any insurance coverage beyond single coverage exceeds ten percent (10%) of its existing cost, employees electing such coverage shall pay an additional seven dollars and fifty cents (\$7.50) per month. If the cost of any insurance coverage beyond single coverage exceeds fifteen percent (15%) of its existing cost, employees electing such coverage shall pay fifteen dollars**

**(\$15.00) per month.**

**For example, if the cost of insurance coverage beyond single coverage increased 15% during the second year of the Agreement, an employee would pay thirty-five dollars (\$35) per month (i.e., \$20 + \$15)—and, if the cost of coverage beyond single coverage increased an additional 15% during the third year of the Agreement, an employee would pay a maximum of fifty dollars (\$50) per month (i.e., \$35 + \$15).**

**The Employer will notify the employees of the insurance renewal rates as soon as available.**

## **SECTION 2**

To be eligible for insurance coverage, an employee must be full time. A full-time employee is eligible for group health insurance coverage after thirty (30) days of employment.

## **SECTION 3**

The Employer shall provide each full-time employee with term life insurance coverage in the amount of \$20,000 with an additional \$20,000 coverage for accidental death and dismemberment. A full-time employee is eligible for term life insurance coverage after thirty days of employment. The cost of the coverage shall be paid by the Employer.

## **SECTION 4**

The Employer shall maintain long term disability coverage as presently provided for each full-time employee. A full-time employee is eligible for long term disability insurance coverage after thirty days of employment. The cost of the coverage shall be paid by the Employer.

## **SECTION 5**

Any employee who has exhausted paid sick leave, earned vacation leave and FMLA leave and is still unable to return to full-time work shall pay the cost of the group insurances described in this Article effective the first of the month following the exhaustion of the above leave time. This provision shall apply to both work related and non-work related injuries or illnesses.

## **SECTION 6**

**The City will maintain a flexible spending (i.e., cafeteria) plan with each employee funding their individual spending accounts.**

**ARTICLE 17**  
**DURATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on **July 1, 2007, and terminating on June 30, 2010**, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon expiration of the term of this Agreement, it shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this Agreement as required by Chapter 20 of the Code of Iowa.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the 5<sup>th</sup> day of March, 2007.

CITY OF WAUKEE

by 

by Mayor of Waukee



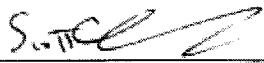
City Clerk

COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO

by 

by 

by 

by 

by 

by \_\_\_\_\_

# Appendix A

## City of Waukee

### Appendix A

Effective July 1, 2007 - Matrix at midpoint

STEP	1	2	3	4	5
Police	\$ 18.33	\$ 19.01	\$ 19.69	\$ 20.37	\$ 21.06
Fire/EMS	\$ 15.56	\$ 16.11	\$ 16.60	\$ 17.21	\$ 17.75
Clerical	\$ 13.66	\$ 14.17	\$ 14.68	\$ 15.19	\$ 15.69
Accounts Payable Clerk	\$ 15.06	\$ 15.57	\$ 16.08	\$ 16.59	\$ 17.11
Utility Billing Clerk	\$ 15.36	\$ 15.79	\$ 16.22	\$ 16.65	\$ 17.07
Engineering Technician	\$ 17.98	\$ 18.74	\$ 19.50	\$ 20.26	\$ 21.02
Code Enforcement	\$ 17.96	\$ 18.56	\$ 19.16	\$ 19.76	\$ 20.37
Laborer	\$ 16.42	\$ 16.84	\$ 17.26	\$ 17.68	\$ 18.09
Skilled Trades	\$ 19.51	\$ 20.01	\$ 20.51	\$ 21.01	\$ 21.49
Superintendent	\$ 20.57	\$ 21.60	\$ 22.63	\$ 23.66	\$ 24.69

Effective July 1, 2008 - Matrix increases by 3.50%

STEP	1	2	3	4	5
Police	\$ 18.97	\$ 19.68	\$ 20.38	\$ 21.08	\$ 21.80
Fire/EMS	\$ 16.10	\$ 16.67	\$ 17.18	\$ 17.81	\$ 18.37
Clerical	\$ 14.14	\$ 14.67	\$ 15.19	\$ 15.72	\$ 16.24
Accounts Payable Clerk	\$ 15.59	\$ 16.11	\$ 16.64	\$ 17.17	\$ 17.71
Utility Billing Clerk	\$ 15.90	\$ 16.34	\$ 16.79	\$ 17.23	\$ 17.67
Engineering Technician	\$ 18.61	\$ 19.40	\$ 20.18	\$ 20.97	\$ 21.76
Code Enforcement	\$ 18.59	\$ 19.21	\$ 19.83	\$ 20.45	\$ 21.08
Laborer	\$ 16.99	\$ 17.43	\$ 17.86	\$ 18.30	\$ 18.72
Skilled Trades	\$ 20.19	\$ 20.71	\$ 21.23	\$ 21.75	\$ 22.24
Superintendent	\$ 21.29	\$ 22.36	\$ 23.42	\$ 24.49	\$ 25.55

Effective July 1, 2009 - Matrix increases by 3.75%

STEP	1	2	3	4	5
Police	\$ 19.68	\$ 20.41	\$ 21.14	\$ 21.87	\$ 22.61
Fire/EMS	\$ 16.71	\$ 17.30	\$ 17.83	\$ 18.48	\$ 19.06
Clerical	\$ 14.67	\$ 15.22	\$ 15.76	\$ 16.31	\$ 16.85
Accounts Payable Clerk	\$ 16.17	\$ 16.72	\$ 17.27	\$ 17.81	\$ 18.37
Utility Billing Clerk	\$ 16.49	\$ 16.96	\$ 17.42	\$ 17.88	\$ 18.33
Engineering Technician	\$ 19.31	\$ 20.12	\$ 20.94	\$ 21.76	\$ 22.57
Code Enforcement	\$ 19.29	\$ 19.93	\$ 20.57	\$ 21.22	\$ 21.87
Laborer	\$ 17.63	\$ 18.08	\$ 18.53	\$ 18.99	\$ 19.43
Skilled Trades	\$ 20.95	\$ 21.49	\$ 22.02	\$ 22.56	\$ 23.08
Superintendent	\$ 22.09	\$ 23.19	\$ 24.30	\$ 25.41	\$ 26.51

## **APPENDIX A**

### **Longevity**

Regular full-time employees who have at least twelve (12) months of continuous service with the City will receive a longevity bonus each year on December 1<sup>st</sup> consisting of forty-five dollars (\$45.00) per year of service met at their last anniversary. For example: an employee with 10 years of service would receive four hundred fifty dollars (\$450.00) on December 1<sup>st</sup>.

Upon termination, an employee will receive his/her pro-rata share of accumulated longevity pay. For example: an employee with 10 years of service who quit on November 1<sup>st</sup> would receive a longevity payment of \$375.00, ( $\$45 \times 10 \text{ yrs} = \$450$  divided by 12 months =  $\$37.50/\text{month} \times 10 \text{ months, Jan thru October}$ ).

Any employee whose anniversary date falls within the calendar year (January 1 – December 31) will be credited for that number of years of service in their longevity bonus.

CITY OF WAUKEE  
AND  
COMMUNICATIONS WORKERS OF AMERICA LOCAL 7102  
GRIEVANCE REPORT

CASE NO. \_\_\_\_\_  
DEPT. \_\_\_\_\_

STATEMENT OF GRIEVANCE:

Signed \_\_\_\_\_

Date \_\_\_\_\_

EMPLOYER'S PROPOSED DISPOSITION (LEVEL 2)

UNION      \*ACCEPTS      \*REJECTS      \*APPEALS

Signed \_\_\_\_\_ Date \_\_\_\_\_      Signed \_\_\_\_\_ Date \_\_\_\_\_  
Union Representative      Department Head

EMPLOYER'S PROPOSED DISPOSITION (LEVEL 3)

UNION      \*ACCEPTS      \*REJECTS      \*ARBITRATION

Signed \_\_\_\_\_ Date \_\_\_\_\_      Signed \_\_\_\_\_ Date \_\_\_\_\_  
Union Representative      Governmental Head

\*RULE OUT IF NOT APPLICABLE

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